

TOWN OF WARRENTON, VIRGINIA

INVITATION FOR BID

IFB NUMBER: 02-014
DATE OF THIS REQUEST: May 24, 2002
DESCRIPTION: Janitorial Services
BID DEADLINE/OPENING DATE: Friday, June 14, 2002, 2:00 P.M.

For information relating to this IFB, please contact:

Rick Heartley
Deputy Finance Director/Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188
540-347-1102
e-mail staff@ci.warrenton.va.us

The Town of Warrenton is currently seeking bids from qualified vendors to provide Janitorial Services for the following Town locations:

- Town Municipal Building, 18 Court Street, Warrenton, VA.
- Town Public Safety Facility, 333 Carriage House Lane, Warrenton, VA.
- Town Public Works Facility, 360 Falmouth Street, Warrenton, VA

The following specifications govern this purchase:

1. The General Terms & Conditions – Services, attached as Exhibit C shall apply.
2. The "Scope of Janitorial Services To Be Provided" - attached Exhibit A.

3. Contract shall be for a one (1) year term starting approximately July 1, 2002 with an option for renewal for a maximum of three additional one-year terms. All contracts are subject to cancellation, at the sole discretion of the Town with thirty (30) days written notice for failure to perform.
4. Interested parties are encouraged to visually inspect the Municipal Building, Public Safety Facility and the Public Works Facility prior to submitting their bids. Please call the above contact to make arrangements to walk through the premises.
5. All bids must be placed on the Bid Form - Exhibit B to be considered responsive. Bids are to specify the weekly cost of providing services, other than window cleaning as defined in the scope of services. A second total cost for window cleaning is to be indicated. The total bid will then be computed by multiplying the total weekly cost by 52 weeks, adding that sum to the total cost of the semi-annual window cleaning giving a total bid. It is the Town's intent to award a contract for all locations to one contractor.
6. The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The Contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

b) The Contractor shall maintain limits no less than:

- c) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.
- d) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.

7. Contractor must provide Town's Purchasing Agent with a complete and accurate listing of employees to be used to maintain the Town's various facilities. This listing shall be updated annually, or as new employees are assigned to the contract. All authorized employees assigned to perform services under this contract shall be of legal age to perform the services outlined in this IFB.
8. Contractor shall provide the Town of Warrenton, upon request, a certificate evidencing bonding for Faithful Performance in the amount of \$25,000 prior to commencement of contract.
9. Payment terms are net, 30 days.
10. The contractor shall be considered an independent contractor as defined by the Internal Revenue

Service.

11. The contractor shall be required to enter into a formal contract with the Town of Warrenton, an example of which is attached as Exhibit D.

ALL BIDS MUST BE SIGNED AND SEALED IN ENVELOPES PLAINLY MARKED ON THE OUTSIDE, "SEALED BID ON JANITORIAL SERVICES TO BE OPENED JUNE 14, 2002 AT 2:00 P.M.", AND SHOULD BE FORWARDED TO THE PURCHASING AGENT. BIDS RECEIVED AFTER THE DEADLINE WILL BE RETURNED TO THE OFFEROR UNOPENED.

Bids are opened and read aloud by the Purchasing Agent at the appointed hour and date and such of the bidders as choose to attend, at the Municipal Building, 18 Court Street, Warrenton, VA.

The Town reserves the right to reject any and all bids and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all bids, the Town may readvertise or make the purchase on the open market.

EXHIBIT B
JANITORIAL SERVICES – IFB 02-014
BID FORM

Description of Services	Location			Total
	Town Municipal Building	Public Works	Public Safety	
Cost of weekly janitorial services, excluding window cleaning as defined in Exhibit A	\$	\$	\$	\$
Contract Duration	52 weeks	52 weeks	52 weeks	52 weeks
Total annual cost of weekly janitorial services	\$	\$	\$	\$
Cost of semi-annual window cleaning	\$	\$	\$	\$
Total Bid	\$	\$	\$	\$

To be considered responsive, an amount must be entered in all blank spaces above.

All bids shall be valid for a period of sixty (60) days from opening date.

Authorized Signature

Date

Printed Name

Company Name

Phone Number

Address

Fax

City/State/Zip

EXHIBIT A

SCOPE OF JANITORIAL SERVICES TO BE PROVIDED

At the Town Municipal Building location at 18 Court Street,

Contractor shall:

- vacuum all main entrance hallways and Council Chambers daily.
- vacuum all offices and conference rooms twice weekly.
- empty all trash cans daily.
- dust offices and clean all office surfaces, including desk, counter surfaces, cabinets, picture frames, filing cabinets, etc., daily.
- thoroughly clean, deodorize and resupply all restrooms daily (all paper products to be provided by Town).
- sweep and wet mop all bathroom floors twice weekly, or as needed.
- clean all wood doors, glass doors, mirrors, picture frames and door frames twice weekly.
- clean main level and lower level glass doors daily.
- clean and dust venetian blinds, baseboards, window sills and trim, including the exposed top portion of the wall divider separating Council Chambers from offices monthly.
- clean all carpets twice a year and spot clean when necessary and requested.
- clean all carpet runners monthly and spot clean when necessary and requested.
- wash all windows, inside and out, twice a year.
- clean and wax all tile floors monthly and when necessary and requested.

At the Public Works location at 360 Farnmouth Street,

Contractor shall:

- sweep all floors daily and or weekly, as needed.
- damp mop all floors daily or weekly, as needed.
- empty all trash cans daily.
- dust desk and other surfaces in all offices daily.
- wipe down countertops in breakroom daily.
- wipe down tables in breakroom daily.
- clean sinks and toilets in restrooms daily.
- replenish paper products in all restrooms daily.
- buff all tile floors weekly.
- clean windows in front doors and receptionist's window daily.
- strip and wax all tile floors twice a year or when necessary or requested.
- clean all office windows inside and out twice a year.

At the Public Safety Facility at 333 Carriage House Lane,

Contractor shall:

- vacuum all main entrance hallways daily.
- vacuum all offices and conference rooms twice weekly.

- vacuum or clean in an appropriate manner the mats inside the exterior doors twice weekly.
- empty all trash cans daily; empty cigarette butt devices as needed.
- dust offices and clean all office surfaces, including desk, counter surfaces, cabinets, etc., twice weekly.
- clean, deodorize and resupply all restrooms daily (all paper products to be provided by Town).
- clean all wood doors, glass doors, mirrors, picture frames, receptionist's windows and doorframes once a week, except for the front doors which are to be cleaned daily.
- clean and dust venetian blinds, baseboards, window sills and trim on a monthly basis.
- clean all carpet runners monthly and spot clean when necessary and requested.
- wash all windows, inside and out, clean screen windows, twice a year.
- clean and wax all tile floors monthly and when necessary and requested.
- wipe down exercise equipment.
- clean shower areas with appropriate cleaning products for tile and grout. Use mildew removers as necessary. Use products to keep the drains functioning properly. Wipe with damp cloth exterior of lockers in locker rooms, kitchen cabinets, Community resource officer's cabinets once a month.
- polish the tile on the walls in the hallways two times a year.
- polish conference room furniture, Chief's desk and any other wood furniture once a month.

Contractor shall communicate with the Purchasing Agent's office immediately on any problems which arise or are identified in any location.

All offices, bathrooms and kitchens with tile floors shall be stripped and waxed within 30 days of acceptance of bid and stripped and waxed annually thereafter.

Contractor shall supply all cleaning equipment, deodorants, chemicals, materials and supplies required to perform the above services.

All locations are used extensively for meetings and community functions, both recurring and one time events. All scheduled meetings are listed on a monthly calendar posted at the Town Municipal Building and on the Town's website <http://ci.warrenton.va.us>. It is the responsibility of the contractor to schedule cleaning outside of office hours and when both facilities are not being used.

Below is a schedule of recurring evening meetings:

- the second Tuesday of each month between 4:30 and 11:00 PM.
- the third Thursday of each month between 3:00 and 6:00 PM.
- the second Wednesday of each month between 6:00 and 10:00 PM.
- other prearranged times as required

Normal office hours at Town Hall, the Public Works Facility and the Public Safety Facility are 8:00 AM to 4:30 PM, Monday through Friday.

Exhibit C

TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES

1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. PRECEDENCE OF TERMS

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

4. TESTING/INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

7. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

8. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all

rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

10. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, all bidders/offers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offers, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. ANTI-DISCRIMINATION

By submitting their bids/proposals, all bidders/offers certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offers agrees as follows:

The bidder/offers will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offers. The bidder/offers agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offers, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offers, will state that such bidder/offers is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

B. The bidder/offers will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. INDEMNIFICATION

Bidder/offers agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offers, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offers on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. DEBARMENT STATUS

By submitting their bids/proposals, all bidders/offers certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth

of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities.

The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

7. SAFETY

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

8. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.